



Certification Policies Manual

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1. Introduction

This manual outlines the policies and procedures for the certification of agricultural products under the approved scopes of the CanadaGAP Food Safety Certification Program

The policies herein apply to all stakeholders involved in the CanadaGAP certification process, including program participants, the certification body and representatives, and other relevant entities.

This manual will be periodically reviewed and updated to reflect changes in the standard, regulations, or program requirements. All revisions will be documented, and stakeholders will be informed of updates.

1.1 Definitions

Addendum: Additional assessment criteria completed in conjunction with an on-site CanadaGAP audit.

Audit: A comprehensive, independent review of an operation, to verify compliance with CanadaGAP Food Safety Program.

CanadaGAP: Food Safety Certification Program, also referred to as “the scheme”.

Certification: The action or process of providing someone with an official document attesting to a status or level of achievement.

Certification Body: Independent third-party organization that manages the certification process.

Certification Service Agreement: A written contract between the Client and MSVS for the provision of certification services.

Client: A person or organization who has signed a certification service agreement with MSVS.

Mark: A logo or symbol that is legally registered or established by use as representing CanadaGAP and/or MSVS.

MSVS: Management Systems Verification Services Canada Inc, also refer to as “the certification body”.

Operation: A site, organization, or facility that is owned ad/or managed by the client.

Program Participant: A person or organization enrolled to the CanadaGAP Food Safety Certification Program.

Scope of Certification: The crops/commodities and activities (production, storage, packing, repacking, wholesaling, and/o brokerage, etc) an operation has included in their certification application.

2. CanadaGAP Certification Program Overview

2.1 Background

CanadaGAP is a food safety program designed to help implement and maintain effective food safety procedures for companies implementing Good Agricultural Practices (GAPs) in their production, storage and/o packing operations, for repackers and wholesalers implementing Good Manufacturing Practices (GMPs) and HACCP. The program is also designed for fresh produce brokers implementing best practices in supplier management and product traceability.

The CanadaGAP Food Safety Manuals have been developed based on a Generic Food Safety Hazard Analysis and Critical Control Points (HACCP) Model that assess the potential hazards associated with the growing, handling, packing, repacking and storage of fresh fruits and vegetables.

CanadaGAP has received full Canadian Government Recognition and is benchmarked to and officially recognized by the Global Food Safety Initiative (GFSI).

To address market demands, the CanadaGAP Pollinator Health Addendum and the Costco Produce Addendums can be completed in conjunction with the CanadaGAP on-site audit. These addendums contain additional assessment criteria as defined by the respective manuals:

- Food Safety & Quality Audit Expectations for Costco Suppliers
- CanadaGAP Management Manual Component 6 – Addendum for Pollinator Health

2.2 Certification Options

CanadaGAP offers different certification options, allowing flexibility for various operation type and sizes. The table below provides information about each option and the activities covered under the scope of certification:

		Certification Option						
		A1	A2	B	C	D	E	F
Canadian Government Recognition		✓	✓	✓	✓	✓	✓	✓
GFSI Recognition				✓	✓	✓		
Activities Covered Under the Scope of Certification	Production	✓	✓	✓	✓		✓	
	Packing	✓	✓	✓	✓		✓	
	Storage	✓	✓	✓	✓		✓	
	Wholesale					✓		✓
	Repacking					✓		✓
	Brokerage							✓
On-site Audit Frequency	Annual			✓	✓	✓	✓	✓
	Every 4 years ⁽¹⁾	✓	✓					
Passing Score		85%	85%	100%	100%	100%	95%	95%

⁽¹⁾Refer to section 3.6 Surveillance Audits for more information on additional requirements applicable to options A1 and A2.

2.3 Scope of Certification

The client must identify the scopes for which certification is sought upon enrolment or through the submission of a Change of Status Form to request a change to the existing scope.

Activities covered under the CanadaGAP certification program include:

- Production:** Activities (e.g., growing, harvesting, putting harvested product into harvested product packaging materials, cooling, rinsing, etc.) involved with harvested product. The production operation may or may not store and/or transport product.
- Packing:** Includes:
 - The physical act of taking harvested product and putting it into harvested product packaging materials AND/OR market ready packaging materials for the first time (both in the production site and in the packinghouse). This does not include repacking.
 - Activities (e.g., icing, labelling/coding, cooling, etc.) that occur once product is in the packaging materials.
- Storage:** Keeping product in a pre-determined and controlled location for a period of days to months (e.g., atmosphere controlled or modified; cooled, dry, contained location); or the location where product is kept.
- Repacking:** Includes:

- i. Removing market product from its market ready packaging materials, re-handling the product (e.g., re-sorting, re-grading, re-trimming, re-washing, re-fluming, etc.), and putting it into market ready packaging materials. Product may also be combined with other product that differs in some way (e.g., type, origin, timeframe, etc.).
- ii. Activities (e.g., icing, labelling/coding, cooling, etc.) that occur once product is in the packaging materials.

The operation involved with repacking may or may not store and/or transport product.

- e) **Wholesaling:** Activity where operations are involved ONLY in storage of market product (see definition of “storage”). The operation may or may not transport product.
- f) **Brokerage:** Activity where the operation is ONLY involved in arranging the transaction of product between a supplier and a buyer. The brokerage operation does NOT physically handle the product in any way. The person responsible for brokerage is the “broker”.

Crops/commodities covered under the CanadaGAP certification program include:

- a) For production, packing and storage, eligible crops/commodities are identified in the CanadaGAP Food Safety Manual for Fresh Fruits and Vegetables and the CanadaGAP Food safety Manual for Greenhouse Product.
- b) For repacking, brokerage and wholesaling, individual crops/commodities are not identified, instead the general term of “Fresh Fruits and Vegetables” is listed.

CanadaGAP certification program is not available for the following scopes:

- a) Aquaponically grown product.
- b) Repacking and wholesaling of fresh sprouts, fresh fruits, and vegetables in hermetically sealed containers
- c) Minimally processed fruits and vegetables as defined in the CanadaGAP Food Safety Manuals (e.g. peeling, slicing, shredding, coring, grinding, shelling, ready-to-eat preparations, etc.).
Activities such as removing leaves, trimming of leaves, ends, removing tops from vegetables such as carrots, beets, or turnips, etc. and air drying or curing of onions, squash, etc. are **not** considered minimal processing.
- d) Production, packing and storage of products outside the program’s scope (e.g. microgreens, sprouts, nuts, mushrooms, dried herbs/spices, processed products, etc.), commodities not grown in a commercial scale in Canada (e.g. citrus, bananas, tropical fruits, and vegetables, etc.).
- e) Retailing or processing of fresh fruits and vegetables (e.g. cooking, freezing, canning, pickling, preserving, juicing, etc.).

2.4 Eligibility Criteria

Clients seeking certification must meet specified eligibility criteria, including compliance with the CanadaGAP standard and successful completion of the certification process; such criteria include:

- a) The client is enrolled with CanadaGAP.
- b) The requested scope is covered under the CanadaGAP Program as outlined in section 2.3 Scope of Certification of this manual.
- c) The client has chosen MSVS as their certification body.
- d) The client has successfully completed MSVS application process, see section 3.1 Application for more information.

- e) The client has a food safety system in place and there is a minimum of three months of records available for assessment.
- f) The client is in good standing with MSVS and CanadaGAP.

MSVS will communicate to the client if the eligibility criteria are not met.

3. Certification Process

3.1 Application

Initial certification. Operations initiate the certification process by submitting a completed Enrolment Form to CanadaGAP, who subsequently forwards the application to the chosen certification body.

When MSVS receives the Enrollment Form, an application package is provided to the client, which contains a copy of:

- Certification Service Agreement
- MSVS Certification Policies Manual

Certification transfers. Existing program participants who wish to transfer certification bodies submit a completed Change of Status Form to CanadaGAP, who subsequently forwards the application to the chosen certification body.

When MSVS receives the Change of Status Form, an application package is provided to the client, which contains a copy of:

- Certification Service Agreement
- MSVS Certification Policies Manual

The operation applying for a transfer to MSVS is responsible for disclosing full information regarding their certification status, timing of previous audits for multi commodity/activity operations, unannounced audit history, previous audit findings relevant to the transfer, any open corrective actions, complaint history, certificate expiry date and the potential need of a certificate extension, etc.; if the operation holds a valid certificate, a copy of the latest certificate, audit report and corrective actions is provided to MSVS.

MSVS confirms the status of the operation with CanadaGAP and verifies the audit date and scope of the existing certification vs the requested audit scope.

The CanadaGAP Food Safety Manuals and Appendices, the CanadaGAP Management Manual, the Audit Checklist and Corrective Action Form are available for download in the CanadaGAP website, visit www.canadagap.ca. If the operation has any questions regarding the documents, application and/or certification process, the operation may contact MSVS directly for clarification.

3.2 Certification Service Agreement

To move forward with the certification process, the operation must return to MSVS a signed copy of the Certification Services Agreement, acknowledging and accepting MSVS certification services terms and conditions, audit fees, use of mark of conformity, liability, CanadaGAP program requirements and MSVS policies and procedures.

3.3 Audit Process

Audit scope. After initial review of application, MSVS will determine:

- a) **Audit duration:** The time allocated for the assessment is determined based on the complexity of the operation (e.g. size of the operations, number of employees, number of buildings, activities, number of crops produced/packed, etc.). The minimum audit duration is one half-day (4 hrs) per site, except for group management system (GMS) audits (option B), and repacking and wholesaling operations which have a minimum duration of one day (8 hrs), and multi-site management system audits which shall not take less than 2 hours.
- b) The minimum requirements for audit duration do NOT include the time needed to complete the CanadaGAP Pollinator Health or Costco Produce Addendums. Additional audit time is allocated for the completion of these assessments. **Audit activities and crop/commodity observation:** MSVS complies to the requirements provided in the CanadaGAP Management Manual (section 3.3.5.4.5) to determine the frequency each activity and crop/commodity under the scope is to be observed. The requirements are as follow:
 - i. For options A1, A2, E and F (Non-GFSI Recognized): The initial certification audit and subsequent surveillance audits are managed by MSVS to ensure the full scope (activities and crops/commodities) are covered over a period of 3 to 4 years. Surveillance audits may, at the discretion of MSVS, be timed to occur sooner than the 12-month certificate expiry date; or may be scheduled after the 12 months elapse, but no later than 16 months.
 - ii. For options B, C and D (GFSI Recognized): GFSI requires that an audit be completed annually for each of the GFSI-recognized scopes.
 - GFSI Scope BI – Farming of Plants: Production and Storage
 - GFSI Scope BII – Pre-Process and Handling of Plants Products: Packing, Repacking, Wholesale.For an operation, whose scope include production and packing; observation of both activities must occur each year, if activities occur at separate times and cannot be observed during the same visit, MSVS will schedule two or more visits to comply with GFSI scope observation requirements. A rotation of crops based on risk level as per guidance provided by CanadaGAP may continue; all commodities listed on the certificate must be observed over a period of 3 to 4 years.
- c) **Addendums:** The Costco Produce Addendum and/or the CanadaGAP Pollinator Health Addendum are optional. MSVS will include completion if the addendum/s as requested by the client.
- d) **Assignment of auditors:** All auditors employed and/or subcontracted by MSVS to conduct CanadaGAP audits shall comply with CanadaGAP requirements for auditor qualifications, be free of conflict of interest and abide to MSVS Code of Conduct.
MSVS will assign the nearest qualified-available auditor to the client's site.

Audit Type. Within the CanadaGAP program there are multiple audit types, each applicable under different circumstances. The audit types and applicable requirements are as follow:

- a) **Initial Audit (on-site):** An operation's first ever CanadaGAP audit. All activities and crop/commodity groups must be observed during the audit to be included in the scope of certification.

- b) **Recertification Audit (on-site):** The operation holds a valid CanadaGAP certificate and is seeking to renew its certification. The audit scope is determined by MSVS in accordance with the requirements listed in section 3.3.1 of this manual.
- c) **Surveillance Audit (desk):** Operations certified under options A1 and A2 during years 2, 3 and 4 of their cycle, must submit their sworn declaration and self assessment to MSVS for review.
- d) **Random Audit (on-site):** Operations certified under options A1 and A2 may be selected by CanadaGAP for a random audit during years 2, 3 and 4 of their cycle. MSVS will notify the client they have been selected; the random audit replaces their surveillance audit for that year.
- i. Option A1 certification cycle (fixed) is not affected by the random audit, the operation remains in the current year and the recertification audit proceeds as scheduled (year 1).
 - ii. Option A2 certification cycle (variable) is reset to year 1 whenever a random audit occurs, the recertification audit occurs after the 4-year cycle is completed.
- e) **Triggered Audit (on-site):** These audits occur when there is evidence or suspicion of non-conformity or a potential food safety issue within a certified operation. Triggered audits are initiated outside of the usual recertification or surveillance audits. Criteria for undertaking a triggered audit includes:
- i. A change to the scope of certification;
 - ii. Major changes in operations or processes;
 - iii. Changes to the legal, commercial, or organizational status or ownership and/or the management (e.g., key managerial, decision-making, or technical staff);
 - iv. Changes to the location of the site(s) included in the certification;
 - v. Serious concerns raised by the review of self-assessments;
 - vi. Complaints received by the certification body and/or CanadaGAP;
 - vii. Audit findings indicate the operation is not continuously maintaining their food safety program (question A4 of the audit checklist).
- f) **Unannounced Audit (on-site):** Each year MSVS performs unannounced audits on a minimum of 5% of its Option A1 and A2 clients and a minimum of 10% of its Option C, D, E and F clients as per program requirements.
- Failure to comply with the unannounced audit requirement will result in the suspension or withdrawal of certification.
- i. For Options A1, A2, E and F (Non-GFSI recognized): Unannounced audits are not scheduled in advance. The auditor provides 2 to 5 business days' notice to ensure the client will be available and relevant activities can be observed. A recertification and/or random audit may also be unannounced. The client can refuse the first notification for valid reasons (e.g. natural disaster, evacuation order in place, crop loss, etc.). The client cannot refuse the second notification. Not responding to the notification (phone or email) from the auditor will be considered an ACCEPTED notification.
 - ii. For Options B, C and D (GFSI recognized): Unannounced audits receive no advanced notice about the date or time of the audit. The client indicates in the Certification Service Agreement the preferred unannounced audit option (UA Option 1 or UA Option 2) and operating window. MSVS utilizes the information provided to scope the unannounced audit and notifies the client they have been selected at least 30 days before the window starts. The audit window will typically be within a 30-day period.
 - **Unannounced Audit Option 1:** The unannounced audit takes place instead of the scheduled recertification audit; relevant activities and crop/commodities must be observed. The client receives no advance notice about the date or time of the audit. Failure to proceed with the unannounced audit will be considered a cancellation and applicable audit fees will apply. The client is permitted to request a maximum of five (5) blackout dates (when the auditor would not be able to perform an audit at the operation). Blackout dates are in addition to days when

the operation would normally be closed (e.g., public holidays). The client must identify the blackout dates and communicate them to MSVS at least eight (8) weeks in advance.

- **Unannounced Audit Option 2:** The client chooses to undergo two audits on that year's crop: one announced and one unannounced. The client will pay the audit fees for both audits.

One of the audits will be a regularly scheduled (announced) during the period relevant to the crops/activities that must be observed.

The second audit will receive no prior notice of the exact audit day or time (unannounced). The unannounced audit occurs during the same crop year/season as the announced audit, but does not need to happen during the active period of harvesting, packing, loading out, etc.

Failure to proceed with the unannounced audit will be considered a cancellation and applicable audit fees will apply.

The client is permitted to request a maximum of six (6) blackout dates, when the auditor would not be able to perform an audit at the operation. Blackout dates are in addition to days when the operation would normally be closed (e.g., public holidays). The client must identify the blackout dates and communicate them to MSVS at least eight (8) weeks in advance.

Audit Scheduling. Audits must occur while relevant activities are underway (e.g. during harvest, packing, storage, grading, etc.). MSVS notifies the client via email about their upcoming CanadaGAP audit and the activities and crop/commodities that must be observed. The auditor will reach out to the client to schedule the date and time of the audit.

The auditor will make at least three attempts to contact the client and schedule the audit, if the client is non-responsive the audit order will be cancelled, and any valid certificates withdrawn.

Communication with Clients. MSVS and auditors will communicate with the Client with enough lead time for audits to occur as scoped. The following is provided in terms of general guidance:

- a) For recurring clients, the first communication shall occur before the operation's season begins.
- b) Clients who are selected for an unannounced audit shall receive notice directly from MSVS early in the season (e.g., spring).
- c) Communication MSVS and the assigned auditor shall occur as early as possible in the season to ensure that the appropriately scoped timeframe is achieved.
- d) The Client is responsible to ensure the audit scope is fulfilled and to communicate any changes in the timing of relevant activities (harvest, packing, etc.) and/or crops that could affect their audit timing.
MSVS reserves the right to refuse inclusion of any activity and/or crop within the scope of certification if there is a lack of evidence to assess conformity for a given scope during the on-site audit.
- e) Auditors must communicate clearly with clients at both the opening and closing meetings of the audit, the process regarding CARs and CAR closure.

Audit Completion. The auditor will complete the physical assessment of the operation's food safety system and implementation of the CanadaGAP requirements. The audit consists of:

- g) **Opening meeting:** The auditor and auditee review the client's contact information, the scope of certification, changes to the operation, agenda, health and safety procedures, confidentiality, conflict of interest, complaints and appeal procedures and audit scoring requirements.
- h) **Physical site inspection:** The auditor completes a physical inspection of production sites, crop, equipment, interior and exterior of buildings, personal hygiene facility, product transportation, packaging materials, etc.

- i) **Employee interviews:** The auditor creates a sample of employees (square root of total number of employees) to be interviewed during the audit. The auditor asks questions about the company's personal hygiene policy, production practices, product handling practices, etc.
- j) **Document review:** The auditor reviews the operation's policies and procedures, records, test results, letters of guarantee, etc.
- k) **Closing meeting:** The auditor and auditee review the audit findings, the corrective action procedure, certification process, complaints, and appeal procedures, etc. The auditor leaves a copy of the executive summary with the auditee.

Audit Scoring. The passing score varies depending on the certification option. The following are the passing score requirements:

CanadaGAP Food Safety Audit:

- Options A1 and A2: $\geq 85\%$, no Auto-Fails.
- Options B, C and D: 100%, no Auto-Fails
- Options E and F: $\geq 95\%$, no Auto-Fails.
- Group Management System (option B): 100% compliance
- Multi-Site Management System: 100% compliance

Addendums:

- Pollinator Health Addendum: Compliance to all five mandatory criteria and a score of 11 out of 15 points.
- Costco Produce Facility and Produce Field Packed Commodities Addendums: $\geq 85\%$, no critical findings

Self-Declaration and Self-Assessment (SD/SA). Those enrolled in Options A1 or A2 of the CanadaGAP Program are required to complete the annual SD/SA checklist in lieu of an on-site audit, in years 2, 3 and 4 of the 4-year audit cycle.

The questions on the SD/SA checklist are to be answered while the main activities relevant to the operation's food safety program are occurring (e.g., harvesting, packing, storing, shipping, etc.).

The SD/SA checklist must be completed and returned to MSVS at least 30 days prior to the certificate's expiry date to avoid delays; failure to submit the SD/SA checklist before the certificate expiry date will result in the client's losing certification. The client must restart the audit cycle (year 1) by completing an on-site audit to regain certification.

3.4 Corrective Actions

When the client does not achieve a passing score and/or an auto-fail is issued; the client shall implement corrective actions to achieve certification. It is in the client's best interest to provide the certification body with complete information to minimize follow-up time.

Corrective Action Procedure

1. Clients enrolled in options A1, A2, C, D, E, and F are responsible for implementing corrective actions within **45 calendar** days from receipt of the audit report or the end of their season, whichever is sooner.
2. Clients enrolled in GMS option B are responsible for implementing corrective actions within 90 calendar days after the initial audit and 28 calendar days for subsequent recertification audits.

3. All auto-fails must be corrected immediately.
4. The client is responsible for submitting the completed CanadaGAP Corrective Action Report and supporting evidence (i.e. photos, records, etc.) to info@msvs.ca
5. When implementing corrective actions is not possible (i.e. season comes to an end, appropriate action is not possible until next season), clients enrolled in certification options B, C, D, E and F have the option to propose a corrective actions plan for the following year/season, the plan must be approved by MSVS; implementation of the corrective actions plan will be verified during the following audit. Actions Report and evidence provided and determines whether to certify the client.
6. MSVS shall close the corrective actions within 60 calendar days of issuing the audit report.
7. As determined by MSVS, provision can be made for a longer timeframe than 60 calendar days for corrective action closeout, if needed to deal with exceptional circumstances (e.g., the auditee may require additional time to address the non-conformances if a significant capital investment is needed, such as replacing a cooler or packing line, etc.).
8. In some cases, a return visit on-site may be required to verify the corrective actions.
9. The adjusted audit score after closure of corrective actions is recorded on the Corrective Action Report.

Some clients enrolled in options A1, A2, E and F may need to take corrective action(s) to satisfy a minimum scoring requirement from a buyer, retailer, etc. The procedure above applies when the client takes corrective actions to increase their audit score, except that there is no deadline, and the review of corrective actions does not affect the client's certification status.

3.5 Certification Decision

MSVS is responsible for designating competent personnel that is independent of all functions associated with the client's evaluation process to complete the certification decision.

Prior to the certification decision the audit report and corrective actions undergo a thorough technical review, during this process additional information may be needed to ensure proper assessment, the client may be contacted by the auditor or technical reviewer, any new findings affecting the outcome of the audit will be communicated to the client.

MSVS shall make the certification decision within a maximum of 42 calendar days after the audit or within 60 calendar days from issuance of the audit report.

If the client is not certified because a passing score was not achieved during the on-site audit, MSVS shall issue a copy of the audit report within 42 calendar days and notify the client corrective actions are needed, indicating the deadline for submission.

Upon receipt, MSVS shall review the corrective actions within 15 calendar days, if no corrective actions are submitted within the specified deadline, the corrective actions shall be closed as not-approved.

Certificates are valid for 12 months and are not transferable from one owner to another; whenever there is a change in ownership a new certification audit is required.

Clients must undergo at least one audit activity each calendar year or crop year (i.e. on-site audit or self-assessment review) as per certification option requirements to maintain their certification status.

When a client successfully achieves certification, the client's name, scope of certification, location, and certificate information is made public on the MSVS website <https://www.msvs.ca/certification>.

3.7 Certificate Extensions

When a certificate will expire prior to or shortly after the audit date, the client may request a certificate validity extension to allow for the completion of the certification process. The extension may be granted only under the following conditions:

- a) Extension is requested and granted prior to the certificate expiry date.
- b) The client is in good standing with CanadaGAP.
- c) The audit and certification process will be completed during the extension period.

MSVS will notify CanadaGAP whenever a certificate extension is granted, justification for the certification extension will be recorded on the audit report.

3.8 Certificate Suspensions and Withdrawals

Certificate Suspensions. Certificates may be suspended under the following circumstances:

- a) Non-Compliance: The certificate holder fails to comply with the terms and conditions of the certification program, including but not limited to, not allowing for surveillance or recertification audits, engaging in unethical behaviour, etc.
- b) Misrepresentation: The certificate holder provides false or misleading information during the certification process.
- c) Failure to Meet Requirements: The certificate holder no longer meets the eligibility or ongoing requirements for maintaining the certification.
- d) Regulatory or Legal Compliance: The certificate holder is found to be in violation of relevant laws or regulations pertaining to the certification.
- e) Voluntary Request: The certificate holder has voluntarily requested a suspension of its certificate.

The certificate holder will be formally notified in writing of the decision, including the reasons for suspension, the duration, and any conditions for reinstatement.

The certificate holder may appeal the decision as per section 4.1 Appeals Procedure of this manual.

Upon suspension, MSVS will publicly disclose the status of the certificate holder on the Directory of CanadaGAP Certified Operations published on its website.

The certificate holder may apply for reinstatement after the suspension period and/or upon fulfilment of any conditions set forth by MSVS.

Certificate Withdrawals. Certificates may be withdrawn under the following circumstances:

- a) Client fails to resolve issues within six (6) months from issuance of the certificate suspension.
- b) Major violations to food safety resulting in adverse public health are verified by MSVS.
- c) Client is not in good standing with MSVS and/or CanadaGAP.

When a decision to withdraw has been made, the client, CanadaGAP, and any other relevant parties are notified of the certificate withdrawal, the notification will include all relevant documentation and clearly state the reason for the withdrawal.

Once the certificate has been withdrawn, the client will cease using the certificate and any materials that display certification and/or marks of conformity.

Upon withdrawal, MSVS will publicly disclose the status of the certificate holder on the Directory of CanadaGAP Certified Operations published on its website.

The certificate holder may appeal the decision as per section 4.1 Appeals Procedure of this manual.

4. Appeals and Complaints

4.1 Appeals Procedure

The client has the right to appeal. MSVS is committed to providing a fair and transparent process for individuals to appeal certification decisions and/or audit findings. A client may appeal on the following grounds:

- a) Procedural errors in the certification process.
- b) New evidence not previously considered.
- c) Misinterpretation or misapplication of the assessment criteria.

The Appellant must submit a written appeal to MSVS within thirty (30) calendar days of receiving the certification decision.

The appeal must include a detailed statement outlining the grounds for the appeal, along with any supporting documentation.

Upon receiving an appeal, MSVS will acknowledge its receipt within five (5) business days and assigns an independent and impartial individual to process the appeal. The appeal's final decision will be communicated to the appellant in writing within thirty (30) days.

All information related to the appeal process is kept confidential to the extent allowed by law.

MSVS will ensure no retaliation is taken against an individual for filing an appeal in good faith.

4.2 Complaints Procedure

A client may submit a formal expression of dissatisfaction with MSVS certification services or processes. MSVS will:

1. Treat all complaints with the utmost confidentiality to protect the identity of the complainant and any involved parties.
2. Manage all complaints impartially, and the personnel involved in the complaint resolution process will be free from any conflicts of interest.

3. Resolve all complaints in a timely manner, keeping the complainant informed of the progress throughout the process.
4. Ensure the complaint resolution process is fair and transparent, providing all parties with an opportunity to present their case and supporting evidence.

Upon receiving a complaint, MSVS will acknowledge its receipt within five (5) business days, conduct a thorough and impartial investigation into the complaint, gather relevant information and involve relevant parties. Based on the investigation results, appropriate actions will be taken to resolve the complaint (corrective actions, process improvements, and/or communication with the complainant).

MSVS will inform the complainant of the resolution and, if applicable, any corrective actions taken. The complaint will be considered closed at this stage.

5. Mark of Conformity Use

MSVS has registered its mark of conformity with appropriate government agencies in Canada. The mark of conformity is protected under the applicable laws and regulations.

Clients may submit a written request for approval to use the MSVS or CanadaGAP marks, only when permission is granted by the certification body a client may use the marks.

The unauthorized use of marks constitutes a breach of the Certification Services Agreement. MSVS will send written request to discontinue using the MSVS and/or CanadaGAP marks, failure to comply will lead to certification withdrawal and when needed MSVS may initiate legal actions such as cease and desist letters, lawsuit, or other legal remedies to stop infringers.

6. Certification Body Responsibilities

6.1 Accreditation

MSVS must maintain accreditation against ISO/IEC 17065 from a relevant accreditation body to ensure competence and credibility of its processes and personnel.

6.2 Competence

MSVS must demonstrate competence in conducting audits and assessing compliance with applicable standards. MSVS continuously invests in the professional development of personnel, ensuring that they possess the necessary skills and knowledge to perform their roles competently and effectively, adhering to industry-recognized standards, guidelines, and best practices in our certification processes, fostering consistency and reliability in our assessments.

6.3 Impartiality

MSVS must maintain impartiality in all certification activities and avoid conflicts of interest. MSVS conducts itself with professionalism and honesty in accordance with ISO 17065, scheme/program requirements, and its internal policies and procedures.

MSVS maintains its independence of judgment and does not surrender to pressure and inducements to misrepresent findings or alter the results of its inspections, certifications, or audits. All findings issued by MSVS must be supported by objective evidence, and accurately documented. No untruthful or misleading reports or certificates will be issued.

Any concerns related to impartiality must be reported to MSVS immediately at ivarey@msvs.ca:

1. Complaints to impartiality are submitted in writing and must include the complainant's contact information and relationship with MSVS, a detail description of the perceived impartiality and relevant supporting documents.
2. The Impartiality and Ethics Officer will conduct an initial review to determine validity and severity, if deemed valid, it is presented to the Impartiality Committee for further investigation.
3. The Impartiality Committee will conduct a thorough and impartial investigation and make a decision based on findings. The decision recommended actions and appeal process will be communicated to the complainant in writing.

6.4 Digital Security and Confidentiality

MSVS is committed to ensuring the highest level of digital security and confidentiality for our clients, employees, partners, and stakeholders. All information obtained during the certification process must be treated confidentially, with access restricted to authorized personnel only.

MSVS auditing/certification software is ISO/IEC 27001 certified to ensure the integrity, confidentiality and availability of our data is maintained.

MSVS employees and partners receive regular training and awareness sessions on digital security best practices, including data protection, email phishing, cyberattacks and social engineering.

Distribution of certification documents such as copies of audit reports, corrective actions, certificates, addendums, etc., to third parties (excluding CanadaGAP and MSVS's accreditation body as per Certification Services Agreement) only occurs when the client provides written authorization.

In case of a security incident or breach, MSVS will follow the incident response plan which includes incident reporting, containment, analysis, and resolution. We will also notify affected parties and regulators as required by law.

6.5 Conflict of Interest

Conflicts of interest must be avoided. MSVS employees and contractors are required to declare any conflict of interest or the possibility of conflict of interest as soon as they become aware that their personal interests or the personal interests of their close relatives and/or friends may potentially conflict with the interests of MSVS and/or the client.

6.6 Ethical Business

MSVS does not pay or offer any form of improper incentive for the purpose of securing business, nor does it engage the services of third parties to offer bribes, illicit commission, or kickbacks on its behalf. MSVS does not use the services of intermediaries, agents, consultants, partners, joint-venture partners, or contractors in cases where it suspects that such partners may engage in corruption or other illicit trade practices.

MSVS operates with a commitment to excellence, innovation, and sustainability, striving to make a positive impact in the communities we serve. As a responsible private corporate citizen, we adhere to stringent standards of corporate governance, transparency, and ethical business practices; our financial support is facilitated through shareholder investment and revenue generated from the delivery of our services.

6.7 No Discrimination

At MSVS, we do not discriminate based on race, ethnicity, gender, sexual orientation, religion, age, or any other characteristic protected by law.

MSVS offers and provides services to all applicants whose activities fall under the applicable scope of certification regardless of operation size or membership of any association or group. The certification services are confined to scheme requirements, evaluation results, review, certification decision and surveillance activities related to those of the scope of certification.

MSVS reserves its right to decline acceptance of an application or terminating an existing service contract from a client when factual evidence demonstrates the client is participating in illegal activities, the client has a history of repeated non-compliance with the certification requirements and/or repeated non-conformances to its food safety management system which are considered critical in preserving public health.

All employees, clients, and partners are expected to uphold this non-discrimination policy. Any violation of this policy will result in disciplinary action.

6.8 Bullying and Harassment

Any form of abuse, harassment and bullying is prohibited. Unwelcome sexual advances, requests for sexual favours or inappropriate physical contact are not tolerated. Employees and contractors must be always truthful and respectful in dealing with staff members, colleagues, clients, and management. This extends to MSVS customers, suppliers, their employees, and their management.

7. Fees and Payment

7.1 Fee Structure

MSVS upholds a commitment to transparency in our fee structure for certification services. Prospective clients are encouraged to request a comprehensive quote prior to engaging MSVS as their certification service provider. This quote will diligently disclose all pertinent fees associated with the certification services, presented in a clear and

accurate manner to prevent any ambiguity or misrepresentation. At MSVS, we prioritize transparency, ensuring that our clients are fully informed and comprehend the terms and conditions before engaging in business with us.

7.2 Payment Procedures

MSVS will invoice the audit fees and auditor expenses after the audit has been completed, refer to Certification Service Agreement for details.

8. Continuous Improvement

MSVS strives for continuous improvement throughout our organization. We are committed to reviewing and improving all aspects of our processes, and services to minimize errors. We aim to provide exceptional quality services to all our customers, and recognize that to achieve this, we must continually improve and evolve.

All stakeholders are encouraged to provide feedback on the certification process to identify areas for improvement. Comments can be sent to info@msvs.ca.

Reference documents:

CanadaGAP Food Safety Manual for Fresh Fruits and Vegetables v10.0

CanadaGAP Food Safety Manual for Greenhouse Product v10.0

CanadaGAP Program Management Manual v10.1

MSVS Policies and Procedures

ISO/IEC 17065:2012

Document revision history:

Version 1.0 January 2024 – Initial release

Version 1.1 April 1, 2024 – Updated as per CanadaGAP Management Manual v10.1 2024

Version 1.2 January 8, 2025 – Updated as per corrections to the CanadaGAP Management Manual v10.1 in 2025